

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

CIVIL ACTION # 03CV30298-MAP

JAMES TULGAN,  
Plaintiff

v.

BERKSHIRE ARMORED CAR SERVICES  
CO., INC. PROFIT SHARING PLAN,  
BERKSHIRE ARMORED CAR SERVICES  
CO., INC., GERARD S. REDER and  
JACQUELINE POWERS  
Defendants

AFFIDAVIT OF JAMES TULGAN

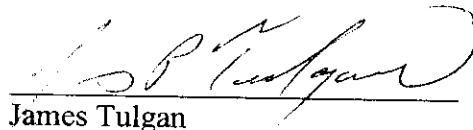
James Tulgan, being duly sworn states:

1. I am advised this affidavit will be submitted to the Court in support of a Motion for Summary Judgment on the counterclaims of the defendants and, therefore, only contains facts relevant to that motion.
2. I worked for Berkshire Armored Car Services Co., Inc. ("Corporation") for approximately eight years. I left employment and returned to employment with the Corporation at least once during that period. I last worked for the Corporation during September, 1997.
3. I was previously married to the daughter of the defendant Gerard Reder ("Mr. Reder"). During the 1980's, and while I was still married to his daughter, Mr. Reder gave his daughter \$15,000 which I understood was a gift to her to be used as a down payment for a house we wished to jointly purchase in Longmeadow, Massachusetts. Mr. Reder's daughter and I sold that house during 1992. Mr. Reder knew that we had sold the house

at the time of the sale or shortly thereafter since his daughter and I were communicating with him on a regular basis concerning matters of interest to the family.

4. I recall Mr. Reder telling his daughter and I that his business was doing well and consider the \$15,000 a gift.
5. During the mid or late 1980's Mr. Reder gave me an amount of money that I recall was something less than \$5,000 to help me start a business venture called Armor Wear in which I hoped to establish a business making and selling bulletproof vests. I do not recall whether Mr. Reder and I ever agreed whether I was to repay any of that money.
6. That business venture did not develop successfully and I terminated the venture not later than 1990. I was communicating with Mr. Reder concerning the venture and I told him that I was ending it at the time it terminated. He never told me he wanted the return of the money he gave me for the venture until this lawsuit began.

The above information is correct to the best of my knowledge and belief.



James Tulgan

Dated: January 28, 2005